

UNITED STATES DISTRICT COURT
DISTRICT OF RHODE ISLAND

LISA GALLAGHER,)
Plaintiff,)
)
V.) C.A. NO. 1:13-cv-00038-M-LDA
)
ASSET MANAGEMENT WEST)
10, LLC, ALIAS, MORTGAGE)
ELECTRONIC REGISTRATION)
SYSTEMS, INC., ALIAS, WEST)
COAST SERVICING, INC., ALIAS)
KENAN THAYER, ALIAS, AND)
JOHN DOE, ALIAS,)
Defendants.)

AFFIDAVIT OF PETER LAWTON

I, Peter Lawton, being sworn under oath, do hereby depose and state:

1. My name is Peter A. Lawton. I am over eighteen (18) years of age and I am a resident of the state of Rhode Island.
2. I am an attorney employed by the Marinosci Law Group, P.C. (formerly organized as Marinosci / Ceritto / Shapiro, P.C.) ("Marinosci Law Group").
3. In performing my duties and responsibilities as an attorney at Marinosci Law Group I regularly review Marinosci Law Group's business records regarding the legal services performed, both in paper and electronic form. I understand that entries in these records and the records themselves were created and maintained in good faith, in the regular course of Marinosci Law Group's business, and that it is the usual course of Marinosci Law Group's business to make the entries at the time of the event recorded, or within a reasonable time thereafter.
4. In preparation for this affidavit, I have reviewed Marinosci Law Group's business records concerning the mortgage loan account for the plaintiff Lisa Gallagher

(“Ms. Gallagher”). Based upon my review, the records establish that the statements made in the following paragraphs are true and accurate.

5. Marinosci Law Group has been retained as counsel by Asset Management West 10, LLC with respect to Ms. Gallagher’s mortgage loan account since June 2009.
6. On June 3, 2009, Marinosci Law Group sent Gallagher a notice of default letter (“Default Notice”) which stated, *inter alia*, that: (1) Gallagher was in default for breach of the Note and Mortgage, “including the failure to make monthly payments due under the Note;” (2) Gallagher could cure the default by paying \$31,933.76 to Asset Management on or before July 3, 2009; and (3) Gallagher’s failure to cure the default on or before July 3, 2009 might result in the balance of the Note being accelerated and sale of the Property. A true and accurate copy of the Default Notice is attached hereto as Exhibit “1”.
7. On August 5, 2009, Marinosci Law Group sent Gallagher a letter enclosing a Notice of Mortgagee’s Sale (“First Notice of Sale”). A true and accurate copy of the First Notice of Sale is attached hereto as Exhibit “2”.
8. On August 24, 2012, Marinosci Law Group sent Gallagher a letter enclosing a Notice of Default and Mortgagee’s Right to Foreclose and Notice of Availability of Mortgage Counseling Services pursuant to R.I. Gen. Laws § 34-27-3.1 (“Notice of Intent to Foreclose”). A true and accurate copy of the Notice of Intent to Foreclose is attached hereto as Exhibit “3”.
9. On November 30, 2012, Marinosci Law Group sent Gallagher a letter enclosing a Notice of Mortgagee’s Sale (“Second Notice of Sale”) to Gallagher. A true and accurate copy of the Second Notice of Sale is attached hereto as Exhibit “4”.
10. The foreclosure sale has not yet occurred.

11. I have reviewed all of the exhibits referenced above and attached hereto. The exhibits are true and accurate copies of records maintained by Marinosci Law Group regarding the mortgage loan at issue.



Peter A. Lawton

Signed under the pains and penalties of perjury this 17 of March 2014.

STATE OF RHODE ISLAND
COUNTY OF KENT

March 17, 2014

On this 17th day of March 2014, before me, the undersigned notary public, personally appeared Peter A. Lawton, proved to me through satisfactory evidence of identification, which were personally known to me, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose.



(Affix Seal)

GREGORY BOTELHO
NOTARY PUBLIC
STATE OF RHODE ISLAND
MY COMMISSION EXPIRES
12/8/2016

M.C.S.

MARINOSCI / CERITTO / SHAPIRO, P.C.

June 3, 2009

91 7108 2133 3936 7604 5394

Lisa Gallagher
74 C Valley Green Court
North Providence, RI 02904

Re: 74 C Valley Green Court
North Providence, Rhode Island
Loan No.: 10-08-1139
MCS File No.: 09-00858FC

Dear Lisa Gallagher:

This firm serves as legal counsel to Asset Management West 10, LLC, (the "Lender"), current holder of a mortgage given by Margaret Robertson and Lisa Gallagher to Mortgage Electronic Registration Systems, Inc., as nominee for Mortgage Lenders Network USA, Inc., d/b/a Lenders Network dated April 28, 2006 (the "Mortgage"), encumbering certain real property and improvements thereon located at 74C Valley Green Court, North Providence, Rhode Island, which secures a certain promissory note (the "Note") executed by Margaret Robertson; together with the Mortgage and all other documents executed in connection therewith, the ("Loan Documents") of the same date.

Please be advised that the Note is in default for breach of the conditions contained in the Loan Documents, including the failure to make monthly payments due under the Note. Under the terms of the Loan Documents you may cure the default by paying the amounts set forth below on or before **July 3, 2009** (the "Cure Date"). **Please be advised that only certified funds will be accepted.**

Monthly payments due and owing for	
April 1, 2008 through June 1, 2009	\$30,040.80
Late charges	\$1,272.60
Bank expenses	\$125.36
Attorneys' fees and expenses	\$495.00

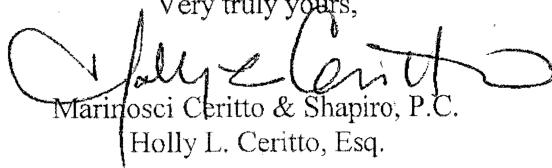
If the default is not cured by June 30, 2009, the July 1, 2009 loan payment in the amount of \$2,002.72 must also be included. If the default is not cured by the Cure Date, the balance of the Note may be deemed accelerated without further demand, and the Lender may proceed with foreclosure of the Mortgage. The Lender may also be entitled to all reasonable costs, expenses and fees incurred by the Lender in pursuing its remedies including, but not limited to, reasonable attorney's fees.

As of the date of this letter, the mortgage secures the amount of \$283,673.41, with a current per diem amount of \$47.23. Because of interest, late charges and other charges that may vary from day to day, the amount due on the day you pay may be greater. Hence, if you pay the amount shown above, an adjustment may be necessary after we receive your check, in which event we will inform you before depositing the check for collection. For further information or to obtain an updated reinstatement/payoff figure, please write or call the undersigned.

Notwithstanding any acceleration, pursuant to the terms of your Mortgage, you may have the right, under the conditions stated therein, to reinstate your loan by paying to us all sums which would then be due under your Mortgage had no acceleration occurred plus our attorneys' fees and other reasonable costs of proceedings which have been incurred as of the date of such payment. Also, you may assert through court action the nonexistence of a default or any other defense you may have to acceleration and sale of the property.

Unless you notify this office within 30 days after receiving this notice that you dispute the validity of the debt or any portion thereof, this office will assume this debt is valid. If you notify this office in writing within 30 days from receiving this notice, this office will obtain verification of the debt and will mail you a copy of such verification.

Should you have any questions or require further information, please do not hesitate to contact this office.

Very truly yours,

Marinosci Ceritto & Shapiro, P.C.
Holly L. Ceritto, Esq.

HLC/jr

Certified Mail/RRR
and Regular Mail

NOTICE OF MORTGAGEE'S SALE

74 C Valley Green Court
North Providence, Rhode Island
Assessor's Plat 23, Lot 4-301-74-74C

Will be sold, subject to any and all prior liens and encumbrances, at public auction on September 29, 2009 at 10:00 a.m. Local Time, on the premises by virtue of the Power of Sale contained in the certain Mortgage Deed made and executed by Margaret Robertson and Lisa Gallagher dated April 28, 2006 and recorded in Book 2265 at Page 115, et seq. with the Records of Land Evidence of the Town of North Providence, County of Providence, State of Rhode Island, the conditions of said Mortgage Deed having been broken. FIVE THOUSAND DOLLARS (\$5,000.00) down payment in cash, bank check or certified check at time of sale; other terms will be announced at time of sale.

Marinosci Ceritto & Shapiro, P.C.
1575 South County Trail
East Greenwich, RI 02818
Attorney for the present
Holder of the Mortgage
MCS File # 09-00858FC

M.C.S.

MARINOSCI / CERITTO / SHAPIRO, P.C.

August 5, 2009

Lisa Gallagher
74 C Valley Green Court
North Providence, RI 02904

91 7108 2133 3936 7497 5723

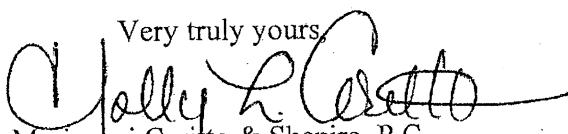
Re: 74 C Valley Green Court
North Providence, Rhode Island
Loan No.: 10-08-1139

Dear Lisa Gallagher:

As you are aware, this office has been retained by Asset Management West 10, LLC, in connection with the mortgage loan on the above-referenced property.

I have enclosed a copy of a mortgagee's notice of foreclosure sale, which indicates that the above-referenced property is to be sold at a foreclosure sale to be held at the time and place set forth therein. This notice will be published weekly in the Providence Journal beginning on or about September 8, 2009.

Should you have any questions or require further information, please do not hesitate to contact this office.

Very truly yours,

Holly L. Ceritto, Esq.
Marinosci Ceritto & Shapiro, P.C.

HLC/jr
Enclosure

Certified Mail/RRR
and Regular Mail



GARY D. MARINOSCI, ESQ.
Admitted in RI & MA

BART HEFFERNAN, ESQ.
Admitted in FL

AMANDA W. TIERNAN, ESQ.
Admitted in CT

CHAD A. MORRONE, ESQ.
Admitted in MA

BRIAN M. KISER, ESQ.
Admitted in RI & MA

STEVEN M. AUTIERI, ESQ.
Admitted in NH & MA

August 24, 2012

NOTICE OF INTENT TO FORECLOSE MORTGAGE

Lisa Gallagher 91 7199 9991 7032 1351 4080
74 C Valley Green Court
North Providence, RI 02904

Re: 74 C Valley Green Court
North Providence, RI
Loan No.: AMW10Robertson
Parcel ID: Plat 23, Lot 4-301-74-74C
MLG File No.: 09-00858FC

Dear Lisa Gallagher:

This firm serves as legal counsel to Asset Management West 10, LLC, (the "Lender"), current holder of a mortgage given by Margaret Robertson and Lisa Gallagher to Mortgage Electronic Registration Systems, Inc. dated April 28, 2006 (the "Mortgage"), encumbering certain real property and improvements thereon located at 74 C Valley Green Court, North Providence, RI 02904, which secures a certain promissory note (the "Note") executed by Margaret Robertson, together with the Mortgage and all other documents executed in connection therewith, the ("Loan Documents") of the same date.

Please be advised that the Note is in default for breach of the conditions contained in the Loan Documents, including the failure to make monthly payments due under the Note.

You are hereby notified that in accordance with the **R.I. General Laws Chapters 34-27-3.1**, it is the intention of the Lender to foreclose by sale under the Power of Sale that certain Mortgage Deed made and executed by Margaret Robertson and Lisa Gallagher to Mortgage Electronic Registration Systems, Inc. dated April 28, 2006 and recorded in Book 2265 at Page 115, *et seq.*, with the Records of Land Evidence of the Town of North Providence, County of Providence, State of Rhode Island, the conditions of said Mortgage Deed having been broken.

For your information, enclosed please find the Notice of Default and Mortgagee's Right to Foreclose and Notice of Availability of Mortgage Counseling Services form. Please be advised that if you have not contacted and entered into an approved Housing Counseling Agency program in the State of Rhode Island and our office has not been properly notified within **45**

days from the date of this letter, the Lender may proceed with foreclosure of the Mortgage on or after **October 11, 2012**. The Lender may also be entitled to all reasonable costs, expenses and fees incurred by the Lender in pursuing its remedies including, but not limited to, reasonable attorney's fees.

Should you have any questions or require further information, please contact this office.

AVISO DE INTENCIÃN DE HIPOTECA CERRAR

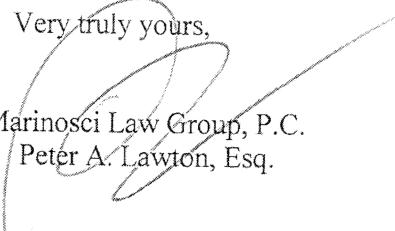
Esta oficina sirve como asesor legal de Asset Management West 10, LLC, (el "Prestamista") actual titular de una hipoteca dada por Margaret Robertson and Lisa Gallagher a Mortgage Electronic Registration Systems, Inc. con una fecha de April 28, 2006 (el "Hipoteca"), gravar determinados bienes inmuebles y mejoras respecto situado en 74 C Valley Green Court, North Providence, RI 02904, que asegura un pagaré determinados (the "Nota") ejecutado por Margaret Robertson; junto con la hipoteca y todos los demás documentos ejecutados en relación con ella, los ("Documentos de Préstamo") de la misma fecha.

Por favor, tenga en cuenta que la nota se encuentra en mora por incumplimiento de las condiciones que figuran en los documentos del préstamo, incluyendo falta de hacer los pagos mensuales debido en virtud de la Nota.

Presente se le notifica que, de conformidad con los **Capítulos de las Leyes Generales de RI 34-27-3.1**, que es la intención del prestamista para excluir de la venta bajo el poder de venta que hipoteca determinadas Escritura redactado y ejecutado por la Margaret Robertson and Lisa Gallagher to Mortgage Electronic Registration Systems, Inc. con una fecha de April 28, 2006 y registrado en el libro 2265 en la página 115, et seq., con los registros de datos federado del pueblo, Condado de Providence, Estado de Rhode Island, las condiciones de dicha hipoteca Escritura de haber sido roto.

Para su información, adjunto sírvase encontrar la notificación de incumplimiento y el derecho de excluir hipotecario y el Aviso de Disponibilidad de hipoteca forma Counseling Services. Tenga en cuenta que si no se ha contactado y entró a una aprobación del Programa de Vivienda agencia de asesoría en el Estado de Rhode Island y nuestra oficina no ha sido debidamente notificada en el plazo de **45** días desde la fecha de esta carta, el prestamista puede proceder a la exclusión de la hipotecarios a partir del **October 11, 2012**. El prestamista también puede tener derecho a todos los costes razonables, gastos y honorarios incurridos por la entidad crediticia en el ejercicio de sus recursos, incluyendo pero no limitado a, los honorarios razonables de abogado.

Si tiene alguna pregunta o necesita más información, póngase en contacto con esta oficina.

Very truly yours,

Marinosci Law Group, P.C.
Peter A. Lawton, Esq.

PAL/cs
Certified Mail/RRR
and Regular Mail

FORM 34-27-3.1

**NOTICE OF DEFAULT AND MORTGAGEE'S RIGHT TO FORECLOSE AND
NOTICE OF AVAILABILITY OF MORTGAGE COUNSELING SERVICES**

This Notice is provided to you to inform you of the protections provided by R.I. Gen. Laws § 34-27-3.1 of The Rhode Island Mortgage Foreclosure and Sale Act.

NOTICE OF DEFAULT AND MORTGAGEE'S RIGHT TO FORECLOSE

Re: AMW10Robertson (Insert mortgage loan number)

The mortgagee named below ("Mortgagee") hereby notifies you that you are in default on your mortgage. If you fail to remedy this default, Mortgagee has the right to foreclose on the real estate securing the mortgage loan referenced in this Notice.

NOTICE OF AVAILABILITY OF MORTGAGE COUNSELING SERVICES

Housing counseling services are available to you at no cost. Counseling services that can help you understand your options and provide resources and referrals that may assist you in preventing foreclosure are available from mortgage counseling agencies approved by the United States Department of Housing and Urban Development (HUD). You can locate a HUD-approved mortgage counseling agency by calling HUD's toll-free telephone number, 1-800-569-4287, or by accessing HUD's Internet homepage at www.hud.gov. The TDD number is 1-800-877-8339. Foreclosure prevention counseling services are available free of charge through HUD's Housing Counseling Program.

HUD Approved Housing Counseling Agencies in Rhode Island may be found at this link
<http://www.hud.gov/offices/hsg/sfh/hcc/hes.cfm?&webListAction=search&searchstate=RI>.

If you do not have internet access, call the toll-free number above and request a printed list.

Mortgagee: Asset Management West 10, LLC

Mortgagee Address: c/o West Coast Servicing, Inc.

Street: 18831 VonKarman Avenue, Suite 380

City, State, Zip Code: Irvine, CA 92612

Mortgagee Authorized Representative: Marinosci Law Group, P.C.

Date mailed: 08/24/2012

Contact Information for Mortgagee Authorized Representative:

Telephone: 401-234-9200

Email: _____

 FORMULARIO 34-27-3.1

**AVISO DE MORA Y DERECHO DEL ACREDOR HIPOTECARIO A EJECUTAR LA HIPOTECA Y
NOTIFICACIÓN DE DISPONIBILIDAD DE SERVICIOS DE ORIENTACIÓN HIPOTECARIA**

Se le proporciona esta notificación para informarle acerca del amparo que ofrecen las Leyes Generales de Rhode Island § 34-27-3.1 de *The Rhode Island Mortgage Foreclosure and Sale Act* (Ley sobre Ejecución de Hipotecas y Remates de Rhode Island).

AVISO DE MORA Y DERECHO DEL ACREDOR HIPOTECARIO A EJECUTAR LA HIPOTECA

Asunto: 4001538281 (inserte el número del préstamo hipotecario)

Por medio del presente el acreedor hipotecario indicado abajo ("Acreedor hipotecario") le notifica que su hipoteca esta morosa. Si no puede solventar la situación, el Acreedor hipotecario tiene el derecho de ejecutar la hipoteca del inmueble que avala el préstamo hipotecario al cual se alude en el presente aviso.

NOTIFICACIÓN DE DISPONIBILIDAD DE SERVICIOS DE ORIENTACIÓN IPOTECARIA

Se encuentran a disposición servicios de orientación sobre vivienda sin costo adicional. Los servicios de orientación pueden ayudarle a comprender las opciones de las que dispone, así como también ofrecerle recursos y referencias que podrían contribuir a evitar la ejecución de la hipoteca. Dichos servicios los ofrecen agencias de orientación hipotecaria aprobadas por el *United States Department of Housing and Urban Development* (Departamento de Vivienda y Desarrollo Urbano de EE.UU., HUD, por sus siglas en inglés). Puede localizar agencias de orientación hipotecaria aprobadas por HUD llamando al número gratuito de dicho departamento al 1-800-569-4287, o ingresando a la página en Internet de HUD www.hud.gov. El número del dispositivo de comunicación para sordos (TDD, por sus siglas en inglés) es 1-800-877-8339.. Los servicios de orientación para prevenir la ejecución de hipotecas se ofrecen sin costo alguno mediante el Programa de Orientación para la Vivienda de HUD.

Agencias de asesoría aprobadas por el Departamento de Vivienda y Desarrollo Urbano en Rhode Island pueden ser encontradas en este lugar. <http://www.hud.gov/offices/hsg/sfh/hcc/hcs.cfm?&webListAction=search&searchstate=RI>. Si usted no tiene acceso a internet, llame a la línea de teléfono gratuita que aparece arriba para solicitar una lista impresa.

Acreedor hipotecario: Asset Management West 10, LLC

Dirección del Acreedor hipotecario: c/o West Coast Servicing, Inc.

Calle: 18831 VonKarmen Avenue

Ciudad, estado, código postal: Irvine, CA 92612

Representante autorizado del Acreedor hipotecario: Marinosci Law Group, P.C.

Fecha de envío por correo: 08/24/2012

Información de contacto del representante autorizado del Acreedor hipotecario:

Teléfono: 401-234-9200

Correo electrónico: _____

NOTICE OF MORTGAGEE'S SALE

74 C Valley Green Court
North Providence, Rhode Island
Assessor's Plat 23, Lot 4-301-74-74C

Will be sold, subject to any and all prior liens and encumbrances, at public auction on January 22, 2013 at 1:00 p.m. Local Time, on the premises by virtue of the Power of Sale contained in the certain Mortgage Deed made and executed by Lisa Gallagher and Estate of Margaret Robertson dated April 28, 2006 and recorded in Book 2265 at Page 115, et seq. with the Records of Land Evidence of the Town of North Providence, County of Providence, State of Rhode Island, the conditions of said Mortgage Deed having been broken. FIVE THOUSAND DOLLARS (\$5,000.00) down payment in cash, bank check or certified check at time of sale; other terms will be announced at time of sale.

Marinosci Law Group, P.C.
1350 Division Road, Suite 301
West Warwick, RI 02893
Attorney for the present
Holder of the Mortgage
MLG File # 09-00858FC



GARY D. MARINOSCI, ESQ.
Admitted in RI & MA

CHAD A. MORRONE, ESQ.
Admitted in MA

BART HEFFERNAN, ESQ.
Admitted in FL

BRIAN M. KISER, ESQ.
Admitted in RI & MA

AMANDA W. TIERNAN, ESQ.
Admitted in CT

STEVEN M. AUTIERI, ESQ.
Admitted in NH & MA

November 30, 2012

Lisa Gallagher
74 C Valley Green Court
North Providence, RI 02904

91 7199 9991 7032 7089 2534

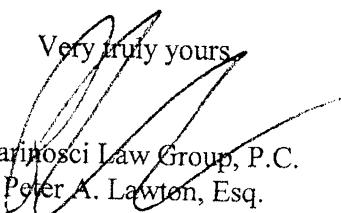
Re: 74 C Valley Green Court
North Providence, RI
Loan No.: AMW10Robertson

Dear Ms. Gallagher:

As you are aware, this office has been retained by Asset Management West 10, LLC, in connection with the mortgage loan on the above-referenced property.

I have enclosed a copy of a mortgagee's notice of foreclosure sale, which indicates that the above-referenced property is to be sold at a foreclosure sale to be held at the time and place set forth therein. This notice will be published weekly in the Providence Journal beginning on or about January 1, 2013. I have also enclosed a copy of R.I.G.L § 34-27-4(d) for your reference pursuant to R.I.G.L § 34-27-4(c).

This communication is from a debt collector.

Very truly yours,

Marinosci Law Group, P.C.
Peter A. Lawton, Esq.

PAL/cs
Enclosures

Certified Mail/RRR
and Regular Mail

A servicemember on active duty or deployment or who has recently ceased such duty or deployment has certain rights under subsection 34-27-4(d) of the Rhode Island general laws set out below. To protect your rights if you are such a servicemember, you should give written notice to the servicer of the obligation or the attorney conducting the foreclosure, prior to the sale, that you are a servicemember on active duty or deployment or who has recently ceased such duty or deployment. This notice may be given on your behalf by your authorized representative. If you have any questions about this notice, you should consult with an attorney.

R.I.G.L. § 34-27-4(d):

(d) Foreclosure sales affecting servicemembers.

(1) The following definitions shall apply to this subsection and to subsection (c):

- (i) "Servicemember" means a member of the army, navy, air force, marine corps, or coast guard and members of the national guard or reserves called to active duty.
- (ii) "Active duty" has the same meaning as the term is defined in 10 U.S.C. sections 12301 through 12304. In the case of a member of the national guard, or reserves "active duty" means and includes service under a call to active service authorized by the president or the secretary of defense for a period of time of more than thirty (30) consecutive days under 32 U.S.C. section 502(f), for the purposes of responding to a national emergency declared by the president and supported by federal funds.

(2) This subsection applies only to an obligation on real and related personal property owned by a service member that:

- (i) Originated before the period of the servicemember's military service or 1 in the case of a member of the national guard or reserves originated before being called into active duty and for which the servicemember is still obligated; and
- (ii) Is secured by a mortgage or other security in the nature of a mortgage.

(3) Stay of right to foreclose by mortgagee. – Upon receipt of written notice from the mortgagor or mortgagor's authorized representative that the mortgagor is participating in active duty or deployment or that the notice as provided in subsection (c) was received within nine (9) months of completion of active duty or deployment, the mortgagee shall be barred from proceeding with the execution of sale of the property as defined in the notice until such nine (9) month period has lapsed or until the mortgagee obtains court approval in accordance with subdivision (d)(5) below.

(4) Stay of proceedings and adjustment of obligation. – In the event a mortgagee proceeds with foreclosure of the property during, or within nine (9) months after a servicemember's period of active duty or deployment notwithstanding receipt of notice contemplated by subdivision (d)(3) above, the servicemember or his or her authorized representative may file a petition against the mortgagee seeking a stay of such foreclosure, after a hearing on such petition, and on its own motion, the court may:

- (i) Stay the proceedings for a period of time as justice and equity require; or
- (ii) Adjust the obligation as permitted by federal law to preserve the interests of all parties.

(5) Sale or foreclosure. — A sale, foreclosure or seizure of property for a breach of an obligation of a servicemember who is entitled to the benefits under subsection (d) and who provided the mortgagee with written notice permitted under subdivision (d)(3) shall not be valid if made during, or within nine (9) months after, the period of the servicemember's military service except:

- (i) Upon a court order granted before such sale, foreclosure or seizure after hearing on a petition filed by the mortgagee against such servicemember; or
- (ii) If made pursuant to an agreement of all parties.

(6) Penalties. — A mortgagee who knowingly makes or causes to be made a sale, foreclosure or seizure of property that is prohibited by subsection (d)(3) shall be fined the sum of one thousand dollars (\$1,000), or imprisoned for not more than one year, or both. The remedies and rights provided hereunder are in addition to and do not preclude any remedy for wrongful conversion otherwise available under law to the person claiming relief under this section, including consequential and punitive damages.

(7) Any petition hereunder shall be commenced by action filed in the 1 superior court for the county in which the property subject to the mortgage or other security in the nature of a mortgage is situated. Any hearing on such petition shall be conducted on an expedited basis following such notice and/or discovery as the court deems proper.